

FORM PTO-1595 (modified)

SEP 11 2003

RECORDATION FORM COVER SHEET

US DEPARTMENT OF COMMERCE
Patent and Trademark Office**PATENTS ONLY**

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party (see REMARKS)		2. Name and address of receiving party(ies): Name: <u>Ayant Immunotherapeutics, Inc.</u> Internal Address: _____
Pharmacia Corporation		Street Address: <u>119 Fourth Avenue</u>
Additional name(s) of conveying party (-ies) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		City: <u>Needham</u> State: <u>Mass.</u> ZIP: <u>02494-2725</u>
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other		Country: <u>USA</u> Additional name(s) & address(-es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Execution Date: <u>February 19, 2003</u>		
4. Application number(s) or patent number(s):		

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

US 08/785,997 filed January 21, 1997, US 09/386,591 filed August 31, 1999, US 09/387,340 filed August 31, 1999, and US 08/934,367 filed September 19, 1997

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning the document should be mailed:

Name: Leon R. Yankwich

Internal Address: Yankwich & Associates

Street Address: 201 Broadway

City: Cambridge State: MA ZIP: 02139

6. Total number of applications and patents involved:
four (4)

7. Total fee (37 CFR 3.41)....\$ 160.00

Enclosed

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8. Deposit Account number:

50-0268

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9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.

Leon R. Yankwich

Name of Person Signing

Signature

27/2/2003
Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011

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Mail documents to be recorded with required cover sheet information to:

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Pharmacia Corporation

Additional name(s) of conveying party(-ies) attached? Yes No

3. Nature of conveyance:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Assignment | <input type="checkbox"/> Merger |
| <input type="checkbox"/> Security Agreement | <input type="checkbox"/> Change of Name |
| <input type="checkbox"/> Other | |

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EXHIBIT A

ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Assignment") is entered into by and between Pharmacia Corporation ("Pharmacia") and AVANT Immunotherapeutics, Inc. ("AVANT") (Pharmacia and AVANT are sometimes collectively referred to as the "Parties"), and shall be effective on the date on which it has been executed by both Parties.

WHEREAS:

1. PHARMACIA owns all right, title, and interest in and to certain intellectual property relating to a CETP vaccine described in (a) U.S. Application Serial No. 08/788,882 filed January 21, 1997, (b) U.S. Application Serial No. 08/785,997 filed January 21, 1997, (c) U.S. Application Serial No. 09/386,591 filed August 31, 1999, (d) U.S. Application Serial No. 09/387,340 filed August 31, 1999, (e) U.S. Application Serial No. 08/934,367 filed September 19, 1997, (f) International (PCT) Application No. PCT/US98/19366, filed September 17, 1998 (publ. No. WO 99/15655) and national phase applications based thereon, and (g) any U.S. or foreign patent applications claiming priority to any of the foregoing patent applications or to which said foregoing applications claim priority (the applications described in (a) through (g) above, and all inventions disclosed therein are hereafter referred to as the "Pharmacia Intellectual Property"); and
2. AVANT desires to acquire and PHARMACIA is willing to assign to AVANT all of PHARMACIA's right, title, and interest in and to the Pharmacia Intellectual Property; all patents that may be granted with respect to the foregoing; all divisionals, continuations, reissues, reexaminations, and extensions thereof; and all rights to claim priority on the basis of the Pharmacia Intellectual Property.

NOW THEREFORE, be it known that, for good and valuable consideration, the receipt of which is hereby acknowledged,

PHARMACIA hereby sells, assigns, transfers, and sets over to AVANT, its lawful successors and assigns, PHARMACIA's inventions described in (a) U.S. Application Serial No. 08/788,882 filed January 21, 1997, (b) U.S. Application Serial No. 08/785,997 filed January 21, 1997, (c) U.S. Application Serial No. 09/386,591 filed August 31, 1999, (d) U.S. Application Serial No. 09/387,340 filed August 31, 1999, (e) U.S. Application Serial No. 08/934,367 filed September 19, 1997, (f) International (PCT) Application No. PCT/US98/19366, filed September 17, 1998 (publ. No. WO 99/15655) and any national phase applications based thereon, and (g) any U.S. or foreign patent applications

claiming priority to any of the foregoing patent applications or to which said foregoing applications claim priority.

PHARMACIA hereby covenants that it has the full right to convey the interest assigned by this Assignment, and that it has not executed and will not execute any agreement in conflict with this Assignment.

PHARMACIA hereby represents and warrants that no consents of any other parties are necessary or appropriate under any agreements concerning any of the Pharmacia Intellectual Property in order for the transfer and assignment of any of the Pharmacia Intellectual Property under this Assignment to be legally effective.

PHARMACIA hereby represents and warrants that, to the best of its knowledge, upon consummation of this Assignment, AVANT shall have good and marketable title to the Pharmacia Intellectual Property, free and clear of any and all liens, mortgages, encumbrances, pledges, security interests, licenses, or charges of any nature whatsoever.

PHARMACIA hereby agrees that, from time to time hereafter upon AVANT's request, it will take all action and execute all documents necessary to evidence more fully or to perfect the transfer to AVANT of the ownership interest of the Pharmacia Intellectual Property assigned hereby.

PHARMACIA hereby acknowledges that, from the effective date of this Assignment forward, AVANT has succeeded to all of Pharmacia's right, title, interest, and standing (i) to receive all rights and benefits pertaining to the Pharmacia Intellectual Property; (ii) to institute and prosecute all suits and proceedings; (iii) to take all actions that AVANT, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind under any and all of the Pharmacia Intellectual Property, whether arising before or after the effective date of this Assignment; (iv) to defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits; and (v) to do all other such acts and things in relation thereto as AVANT, in its sole discretion, deems advisable.

PHARMACIA hereby authorizes and requests the Director of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for the invention(s) described or encompassed by the Pharmacia Intellectual Property to AVANT, its successors and assigns, in accordance with the terms of this Agreement;

This Assignment Agreement shall inure to the benefit of, and be binding on, the parties hereto together with their respective legal representatives, successors, and assigns.

IN WITNESS WHEREOF, this Assignment Agreement has been executed as a sealed instrument by the Parties.

Assignor: **PHARMACIA CORPORATION** Assignee: **AVANT IMMUNOTHERAPEUTICS, INC.**

By: Michael DuBois
Michael DuBois

By: Una S. Ryan
Dr. Una S. Ryan

Title: Sr. Vice President, Global Licensing

Title: President and CEO

Date: February 19, 2003

Date: February 20th, 2003

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